EASEMENTS — MODES OF ACQUISITION — IMPLIED GRANT OF RIGHT OF WAY. — Four adjoining houses and lots were sold by the owner at auction. Across the rear of each lot, but included within its boundaries in the respective deeds, was a twelve-foot strip of land, lying between the garden wall and the boundary hedge, the upper end walled, the lower abutting on the highway. The strip was hard from years of use by the former tenants, and showed tracks leading to gates in the garden walls. The plaintiff, purchaser of the lot which included the open end of the strip, resists the claim of the other purchasers to a right of way over it. *Held*, that they have a right of way by implied grant. *Hansford* v. *Jago*, [1921] 1 Ch. 322.

The weight of authority upholds this case in applying the rules of implied grant, not implied reservation, to simultaneous transfers. *Baker* v. *Rice*, 56 Ohio St. 463, 47 N. E. 653; *Stephens* v. *Boyd*, 157 Ia. 570, 138 N. W. 389. *Contra, Whyte* v. *Builders' League*, 164 N. Y. 429, 58 N. E. 517. See 14 HARV. L. REV. 466. See WASHBURN, EASEMENTS, 4 ed., 105. A way in *de facto* use was originally held not sufficiently continuous and apparent to pass by implied grant. *Morgan* v. *Meuth*, 60 Mich. 238, 27 N. W. 509; *Parsons* v. *Johnson*, 68 N. Y. 62. Many jurisdictions consider this objection removed where there is a paved or constructed way. *Brown* v. *Alabaster*, 37 Ch. Div. 490; *Gorton-Pew Fisheries Co.* v. *Tolman*, 210 Mass. 402, 97 N. E. 54. See WASHBURN, EASEMENTS, 4 ed., 107. Since there was no pavement or construction in the principal case, it marks a step toward further leniency, which has not generally been taken in the United States. *O'Rorke* v. *Smith*, 11 R. I. 259. But the fact that the way was delimited by fence and hedge makes the step easy. See *Phillips* v. *Phillips*, 48 Pa. St. 178. It is doubtful, however, if any extension of the doctrine of implied grant of easements is desirable, in view of the strong policy underlying the Statute of Frauds and the parol evidence rule and, in the United States, the registry system. See *Buss* v. *Dyer*, 125 Mass. 287, 291; *Warren* v. *Blake*, 54 Me. 276, 289; *Dodd* v. *Burchell*, 1 H. & C. 113, 120. The decision of the principal case may be supported upon alternative grounds stated by the court.

ELECTION OF REMEDIES — INCONSISTENCY — REMEDIES AGAINST CARRIER AND CONSIGNEE. — The plaintiffs delivered goods to the defendants to be forwarded as the plaintiffs should direct. The goods were consigned to one Beilin, but the plaintiffs later directed the defendants not to deliver them to Beilin. The defendants notwithstanding delivered the goods to him. The plaintiffs sued Beilin for goods sold and delivered, and recovered judgment. Being unable to satisfy the judgment they now sue the defendants for negligence and breach of duty. *Held*, that a judgment for the defendants be affirmed. *Verschures Creameries* v. *Hull & Netherlands Steamship Co.*, [1921] 2 K. B. 608 (C. A.).

Where a plaintiff has two inconsistent remedial rights, the assertion of one of them by an unequivocal act is treated as a binding election, and precludes resort to the other. Jurisdictions differ as to what acts are necessary, but in any jurisdiction proceeding to judgment would be sufficient. *Stewart* v. *Salisbury Realty & Ins. Co.*, 159 N. C. 230, 74 S. E. 736; *Droege* v. *Ahrens & Ott Mfg. Co.*, 163 N. Y. 466, 57 N. E. 747; *Terry* v. *Munger*, 121 N. Y. 161, 24 N. E. 272; *Scarf* v. *Jardine*, 7 A. C. 345. But see *Rice* v. *Reed*, [1900] 1 Q. B. 54; *Morris* v. *Robinson*, 3 B. & C. 196. See Walter Hussey Griffith, "Election between Alternative Remedies," 16 LAW QUART. REV. 160. Nevertheless the principal case seems wrong. The doctrine of election of remedies is founded on the logical repugnancy involved in the plaintiff's conduct. To make the doctrine applicable, the remedies must therefore be inconsistent. *Reynolds* v. *Union Station Bank of St. Louis*, 198 Mo. App. 323, 200 S. W. 711. See *American Process Co.* v. *Florida White Pressed Brick Co.*, 56 Fla. 116, 122–123,